

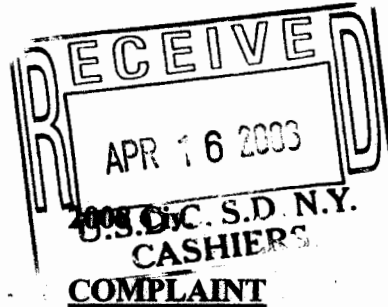
Judge Pauley

08 CIV 36657

Martin F. Casey (MFC-1415)
CASEY & BARNETT, LLC
317 Madison Avenue, 21st Floor
New York, New York 10017
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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INDEMNITY INSURANCE COMPANY OF
NORTH AMERICA a/s/o MERITOR WABCO
VEHICLE CONTROL SYSTEMS



Plaintiff,

- against -

DHL GLOBAL FORWARDING,

Defendant.
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Plaintiff, INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, by its attorneys, Casey & Barnett, LLC, for its Complaint alleges upon information and belief as follows:

1. This action arises out of the Warsaw Convention, a Treaty to which the United States is a signatory. The Court has jurisdiction pursuant to 28 U.S.C. § 1331.

2. Plaintiff, Indemnity Insurance Company of North America, (hereinafter "INA"), was and is a corporation with an office and place of business located at 140 Broadway, New York, New York 10017, and is the cargo insurer of a certain consignment of cylinder compressors owned by Meritor Wabco Vehicle Control Systems, who was the consignee of said consignment of cylinder compressors, as more fully described below.

3. Defendant, DHL Global Forwarding, was and is a corporation with an office and place of business 535 Connecticut Avenue, Norwalk, Connecticut 06854 and at all relevant times was and is doing business within the jurisdiction of this Honorable Court.

4. This is a claim for damages sustained during transit to a consignment consisting of skids – 4 cartons – of equipment for air brake systems, with a weight of 1,940 kg, which were delivered to DHL Global Forwarding in good order and condition to be carried from Viracopos, Brazil to Cincinnati, Ohio, U.S.A. pursuant to DHL Global Forwarding airway bill number 0067-3517-7124/5QVZ557 dated January 18, 2007.

5. The cargo was delivered to DHL Global Forwarding in good order and condition on or about January 18, 2007 and was due to be delivered to the consignee in Cincinnati, Ohio, U.S.A. on or about January 19, 2007.

6. When the cargo arrived in Cincinnati, it was noted as having suffered physical damage to 1 carton consisting of 30 pieces of equipment for air brake systems.

7. The damage was caused solely by the negligence and carelessness of the defendant, its employees, contractors, agents and servants, without any negligence on the part of the plaintiff.

8. In accordance with the provisions of the Warsaw Convention, written notice of the loss was provided to DHL Global Forwarding within the time set forth in the Convention.


9. Plaintiff sues on its own behalf and as agent and trustee on behalf of any other person or parties who may now have or hereinafter acquire an interest in this action.

10. By reason of the forgoing, plaintiff has been damaged in the amount of \$5,770.05 as nearly as presently can be estimated; no part of which has been paid, although duly demanded.

WHEREFORE, plaintiff respectfully demands judgment in the amount of \$5,770.05, together with interest, costs, and disbursements, and such other and further relief as to the Court appears just and proper.

Dated: New York, New York
April 16, 2008
115-915

CASEY & BARNETT, LLC
Attorneys for Plaintiff

By: 
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